

FACT SHEET  
for  
SUPPLEMENT NO. \_\_, (\_\_\_\_\_) N.F.  
to  
STATE OF IDAHO,  
DEPARTMENT OF LANDS  
USDA - FOREST SERVICE, REGIONS 1 AND 4  
ROAD RIGHT OF WAY CONSTRUCTION AND USE AGREEMENT

**I. AGREEMENT AREA**

\*(Give a general description of the supplement area, referenced to a local geographical monument (i.e. town, mountain range, drainage, etc.) and the identification of the Ranger District and National Forest the Supplement area is located in. The objective is to provide enough information to easily locate the general area. Include a brief description of the tributary acreage involved in the Supplement by each party and the total for the Supplement area. Following is some sample wording:)

**The area served by the road(s) in this Supplement is located approximately \_\_\_\_ air-miles southeast of \_\_\_\_\_, Idaho, on the eastern side of the \_\_\_\_\_ Mountain Range. The roads herein covered by this Supplement are located wholly within the \_\_\_\_\_ Ranger District of the \_\_\_\_\_ National Forest.**

**The Tributary Area for this Supplement is approximately \_\_\_\_\_ acres; \_\_\_\_\_ acres of State of Idaho lands, \_\_\_\_\_ acres of National Forest System lands, (and \_\_\_\_\_ acres of third party lands) (delete if no third party lands in the Supplement area). Exhibit 1 shows the road segments and the Tributary Areas for this Supplement. The Tributary Areas and acres are summarized in Exhibits 3 and 4.**

**II. COOPERATING PARTIES**

Parties to this agreement are the United States of America, acting through the Regional Foresters, Regions 1 and 4, Forest Service, Department of Agriculture, hereinafter referred to as Government, and the State of Idaho, Department of Lands, hereinafter referred to as Cooperator or State.

**III. IDENTIFICATION OF THE ROADS AND ROAD SEGMENTS, COST SHARED ROADS**

\*(Each road will be listed by name, number, designated segment, and length to the nearest 0.1 mile, and milepost description. Segments shall be identified by using the alphabetical code to describe the beginning and ending points as well as beginning milepost and ending milepost. Termini will be described by 40-acre subdivision or lot, section, township, range, and meridian. Reference will be made to Exhibit 1 for the

approximate location of each road or road segment. Roads involved in the Supplement shall be identified, highlighted, emboldened, colored or otherwise distinguishable from other roads on Exhibit 1 not involved in the Supplement. Suggested wording follows:)

**A. (Road Name) Road No.-----, Segment A-B, Milepost 0.00 to 1.00**

**Beginning at (its junction with Road No. \_\_ in the)(a point on the \_\_\_\_ line of the) (SW $\frac{1}{4}$ NW $\frac{1}{4}$  or Lot 1,Sec.8, T. \_\_ N., R. \_ E./W., BM), being approximately (1.00) mile(s) in length, and ending at (its junction with Road No. \_\_ in the)(a point on the \_\_\_\_ line of the) (SW $\frac{1}{4}$ SW $\frac{1}{4}$  or Lot 2,Sec.3, T. \_\_ N., R. \_ E./W., BM), and in the approximate location shown on Exhibit 1.**

\*(Non-joint financed/non-cost share roads for which easements will be granted and payment of consideration of land/right of way value will be covered by this Supplement shall also be listed. Such roads shall be listed by road name, number, designated road segment if so designated and by mileposts as applicable. Reference will be made to Exhibit 1 for the approximate location if so included in the Exhibit. If non-joint financed/non-cost share roads are included in Exhibit 1, they will be highlighted, emboldened, colored or otherwise clearly distinguishable from joint financed/cost share roads involved in the Supplement and other roads shown on Exhibit 1 not involved in the Supplement. If non-cost share roads are involved in the Supplement, include the following suggested wording:)

**B. (Road Name) Road No.-----, Milepost -.- to -.- (if applicable), A non-joint financed road (non-cost shared road)**

**Beginning at (its junction with Road No. \_\_ in the)(a point on the \_\_\_\_ line of the) (40 acre subdivision or Lot legal description (SW $\frac{1}{4}$ NW $\frac{1}{4}$  or Lot 1,Sec.35, T. \_\_ N., R. \_ E./W., BM), being approximately (.) mile(s) in length, and ending at (its junction with Road No. \_\_ in the)(a point on the \_\_\_\_ line of the) (40 acre subdivision or Lot legal description (SW $\frac{1}{4}$ SW $\frac{1}{4}$  or Lot 2,Sec.35, T. \_\_ N., R. \_ E./W., BM), and in the approximate location shown on Exhibit 1.**

#### IV. HISTORY OF EXISTING ROADS

\*(The following items shall be discussed under each road or road segment:

1. Describe who constructed existing roads, when and under what authorization if constructed on another party's land. If the road to be shared is also planned to be reconstructed, include the date the reconstruction is planned for, project name of the reconstruction project (i.e., Timber Sale Name, Public Works Contract, etc.,) and assignment of work each party is to perform and get credit for in the shares.
2. On roads to be constructed, include date the construction is planned for, project name of the construction project (i.e., Timber Sale Name, Public Works Contract, etc.,) and assignment of work each party is to perform and get credit for in the shares.
3. On previously cost shared roads that are planned for reconstruction, explain when it was shared, who has shared, and under what Supplement. Include the date the reconstruction is planned for, project name of the reconstruction project (i.e., Timber Sale Name, Public Works Contract, etc.,) and assignment of work each party is to perform and get credit for in the shares.
4. List any other facts relating to existing roads which may have a bearing on costs or shares; e.g., third-party easements acquired by either Government or State which are being assigned/subordinated to the other party, past use on road such as under road use permits, reverse or cross haul route, etc.)

\*(Following are suggested wording for various cost sharing situations:)

\*(Sharing an existing road with no planned reconstruction/improvement)

**Road Name and Number, (Segment, and Mileposts if history varies by road segment)**

The (Government/State) constructed this road (or segment) in (date) for use as a *log haul route*. The (Government/State) will grant the (State/Government) a standard cost share easement and be credited land value and value of the existing road (segment).

\*(Sharing an existing road with reconstruction/improvement planned)

**Road Name and Number, (Segment, and Mileposts if history varies by road segment)**

The (Government/State) constructed this road (or segment) in (date) for use as a *log haul route*. The (Government/State) intends to reconstruct this road in (date) under their (Timber Sale Name or Contract Project). The (Government/State) will grant the (Government/State) a standard cost share easement and will be credited land value and value of the existing road (segment). The (Government/State) will be credited with the agreed upon cost of the reconstruction of this road (or segment).

\*(Sharing a new road or road segment to be constructed)

**Road Name and Number, (Segment, and Mileposts if history varies by road segment)**

The (Government/State) plans to construct this road across (Government/State) lands under their **(Timber Sale Name or Contract Project)**. The (Government/State) will share in the construction costs. The (Government/State) will be credited with the construction costs and the (Government/State/or both) will be credited land value. The (Government/State) will grant the (Government/State) a standard cost share easement (or) the parties' will exchange standard cost share easements.

\*(Sharing the reconstruction or improvement of a previously joint financed or cost shared road.)

**Road Name and Number, (Segment, and Mileposts if history varies by road segment)**

The road (segment) was previously cost shared by the Government and State under Supplement No. \_\_, to this Agreement, on **(date of Supplement)**. The (Government/State) intends to reconstruct the road (segment) under their **(Timber Sale Name or Contract Project)**. The (Government/State) will be credited with the agreed upon cost of the reconstruction of this road(segment).

\*(For existing roads that have NOT been previously shared, but it has been determined that the parties have already born their proportionate share of the construction cost of the road, describe the circumstances for this determination (See Appendix II, Section III of the Master Agreement for direction on proportionately shared roads). Land value of the right of way for the road will be included in the Supplement to be shared and will be credited to the appropriate party)

## **V. PLANS AND SPECIFICATIONS FOR CONSTRUCTION AND RECONSTRUCTION OF THE ROAD SEGMENTS**

\*(On existing roads that are being shared under the Supplement but are not being reconstructed to a new road standard, there may not be Plans and Specifications or As Constructed Drawings and Specifications available. In this case, include in this section a description of the agreed existing road standard to include a description of width, drainage design, surfacing condition, etc., or other information necessary to establish the construction standard of the road to be shared. The following is sample wording to be used as a guide:)

The original construction plans and specifications for Road Numbers \_\_\_\_ and \_\_\_\_ are no longer available. The roads were constructed as in-slope roads, with 18 inch CMP cross drains and appropriate sized CMP's in the draws and stream crossings(see Exhibit 5, Cost Estimates). The running surface is 16 feet wide with inter-visible turnouts and has a 6 inch deep crushed aggregate surface.

\*(For roads to be constructed, reconstructed or for sharing existing roads where the Plans and Specifications are available, the following wording is recommended:)  
Plans and Specifications titled "          " Supplement No.    , were approved by (Name and Title), for the Government on (Date), and by (Name and Title) for the State on (Date), and are on file with each party in their respective offices in (city or town name), Idaho and (city or town name), Idaho.

Road segments will be(were) constructed/reconstructed to "*Forest Service Specifications for Construction of Roads and Minor Drainage Structures*" dated (       or later and currently approved special project specifications.

## VI. COSTS OF CONSTRUCTION AND RECONSTRUCTION

\*(Identify the basis of determining the costs of the roads or road segments to be included in the Supplement. A listing following the order in Section III of this Fact Sheet, will identify the constructing party and the agreed cost to be shared. The following is recommended or sample wording for this section:)

1. The costs to be shared for existing roads are based on field surveys for quantities and engineer's estimates for in-place road construction costs derived from the Region (1)(4) Cost Guide, dated       , including adjustments for depreciation of structures and applicable cost to cure items. Allowances and credit for pre-construction and construction engineering costs have been included in the road cost estimates. Engineering road cost estimates are included in Exhibit 5 of this Fact Sheet and will be shared at a rate that has been agreed upon between the Government and the State.

2. The costs to be shared for road construction/reconstruction are based on pre-construction engineering estimates derived from the Region (1)(4) Cost Guide dated       . Allowances and credit for pre-construction and construction engineering have been included in the road cost estimates. (Agreed upon required specialist costs *or* No specialist costs, other than engineering costs), were included in the road cost estimates to be shared. Engineering road cost estimates are included in Exhibit 5 of this Fact Sheet. Engineering *and other specialist* costs will be shared at a rate that has been agreed upon between the Government and the State.

3. Land value for Right-of-Way purposes was agreed upon between the Government and the State and represents a reasonable determination of fair market value. Exhibit 6 of this Fact Sheet displays the agreed upon land value for right of way purposes by road (segment) and contributing party.

**4. JOINT FINANCED/COST SHARE ROADS:**

\*(Format for sharing an existing road)

**A. (Road Name), Road No. \_\_\_\_\_, - Segment A-B**

The Government/State has constructed the road identified in section III-A of this Fact Sheet at an agreed-upon cost to be shared of \$\_\_\_\_\_. The Government/State will be credited land value of \$\_\_\_\_\_ for a total cost to be shared of \$\_\_\_\_\_.

\*(Format for sharing an existing road and planned reconstruction)

**B. (Road Name), Road No. \_\_\_\_\_, - Segment B-C**

The Government/State has constructed the road identified in section III-B of this Fact Sheet at an agreed-upon cost to be shared of \$\_\_\_\_\_. The Government/State will reconstruct the road identified at an agreed-upon cost to be shared of \$\_\_\_\_\_. The Government/State will be credited land value of \$\_\_\_\_\_ for a total cost to be shared of \$\_\_\_\_\_.

\*(Format for sharing planned new construction)

**C. (Road Name), Road No. \_\_\_\_\_, - Segment C-D**

The Government/State will construct the road identified in section III-C of this Fact Sheet at an agreed-upon cost to be shared of \$\_\_\_\_\_. The Government/State will be credited land value of \$\_\_\_\_\_ for a total cost to be shared of \$\_\_\_\_\_.

\*(Format for sharing the reconstruction of a previously cost shared road)

**D. (Road Name), Road No. \_\_\_\_\_, - Segment D-E**

The Government/State will reconstruct the road identified in section III-D of this Fact Sheet at an agreed-upon cost to be shared of \$\_\_\_\_\_.

\*(Format for an existing road that is determined to be proportionately shared)

**E. (Road Name), Road No. \_\_\_\_\_, - Segment B-C**

The Government and State have determined that both parties have borne their proportionate share of the value of the existing road identified in section III-E of this Fact Sheet by previous contributions. The Government/State will be credited land value of \$\_\_\_\_\_ for a total cost to be shared of \$\_\_\_\_\_.

\*(Format for an existing road that is determined to be proportionately shared but has planned reconstruction)

**F. (Road Name), Road No. \_\_\_\_\_, - Segment B-C**

**The Government and State have determined that both parties have borne their proportionate share of the value of the existing road identified in section III-F of this Fact Sheet by previous contributions. The Government/State will reconstruct the road identified at an agreed-upon cost to be shared of \$\_\_\_\_\_. The Government/State will be credited land value of \$\_\_\_\_\_ for a total cost to be shared of \$\_\_\_\_\_.**

#### **5. NON-JOINT FINANCED/NON-COST SHARE ROADS:**

\*(Format for including the right-of-way consideration for a non-cost share easement in the Supplement)

**G. (Road Name), Road No. \_\_\_\_\_, - Segment A-B**

**The Government/State will constructed this non-cost share road identified in section III-G of this Fact Sheet. The Government/State will be credited land value for right -of-way consideration of \$\_\_\_\_\_.**

#### **VII. COST TO BE BORNE BY EACH PARTY**

\*(This section deals with the calculation of each party's proportionate share of the cost of the road(s) involved in the Supplement. Principles and procedures stated in Section 5 and Appendix II, Section III, of the Master Agreement are to be applied when calculating shares. Items that should be discussed in this section include calculation sheets and cost estimates, basis of sharing, and the summary of each party's share and excess costs. Following is some suggested wording:)

**Proportionate shares will be determined directly from the relationship of tributary acres owned by the Government and the State to the total tributary acres within the Supplement area. Tributary acres for land owned by non-cooperating parties will be assumed by the Government for sharing purposes. Costs to be shared and share calculations are shown in the attached Exhibit 5. The summarization of each party's shares and incurred excess costs are displayed in the attached Exhibit 2.**

#### **VIII. PROVISION FOR MEETING SHARES OF THE COST.**

\*(Provisions for each party meeting its share of the cost are based upon methods provided in Section 6 of the Master Agreement. Section 6 offers five methods for amortizing shares. The planned method(s) of payment shall be stated in the Fact Sheet. All Supplements will have a collection right if the excess cost is not otherwise offset by construction credits. The Supplement contains specific wording for the amortization method(s) used. The following wording is recommend for use in the Fact Sheet:)

\*(The following wording is recommended when planned excess cost of one party is to be fully amortized by the transfer of excess costs incurred by the other party in prior Supplements:)

- A. It is intended that the Government/State excess cost of \$\_\_\_\_ incurred under this Supplement will be amortized by the transfer of Government/State excess cost of \$\_\_\_\_ incurred under Supplement No.\_\_\_\_ of (date of Supplement), leaving an unamortized Government/State excess cost of \$-0- under this Supplement.

\*(The following wording is recommended when planned excess cost of one party is partially amortized by the transfer of excess costs incurred by the other party in prior Supplements leaving a balance to be amortized by one of the other methods:)

- B. It is intended that the Government/State excess cost of \$\_\_\_\_ incurred under this Supplement will be amortized by the transfer of Government/State excess cost of \$\_\_\_\_ incurred under Supplement No.\_\_\_\_ of (date of Supplement), leaving an unamortized Government/State excess cost of \$\_\_\_\_ under this Supplement.

"Government/State agrees to bear its (remaining unamortized) proportionate share of costs under this Supplement by one or a combination of the following methods:

(1) By transfer of excess costs incurred by the Government/State under future supplements.

(2) By Government/State charging haulers of products from Federal/State lands at the rate of \$1.00 per MBF or an equivalent unit measure for products hauled over any shared road in the agreement area, or at such higher rate as may be approved by the Regional Forester/Director. The Government/State shall collect such payments and pay them to the Government/State. Lump sum payment is preferable to payments on an as-hauled basis.

(3) By payments to the Government/State from appropriated funds available for such purposes, by depositing funds with the constructing party either at the outset or as construction or reconstruction progresses or upon completion and final acceptance of construction, as the parties agree.

Any obligation of the Government made under this supplement is contingent upon passage of appropriations by Congress. The Government shall make no payment or charges until such appropriation becomes available for expenditure. *(Include a corresponding statement for the State if applicable)*



**Provided that, the total amount received by Government/State from transfer of excess costs incurred by Government/State under future supplements, charges to haulers of products from Federal/State lands hauled over shared roads in the agreement area, and payments from appropriated funds available for such purposes shall not exceed the total outstanding Government/State excess cost balance incurred within the agreement area.**

**\*(The Government/State may bear its share of the costs by prior deposit of funds for the work. The following wording is suggested:)**

- C. The Government/State intends to bear its (remaining unamortized) proportionate share, or a portion thereof, by depositing \$\_\_\_\_ in the appropriate account with the Government/State prior to the start of construction for use in performing its share of the work.**

**(If the either party uses this method to bear all or a portion of their excess costs, the above clause shall follow the clause that transfers excess costs from prior supplements. If there is no transfer of excess costs from prior supplements, delete the words in parentheses. Cover, by Government/State collection right (para. D), any portion of the Government/State's excess costs not amortized by transfer of Government/State excess costs from prior supplements and deposits with the Government/State prior to start of construction.)**

**\*(If the Government/State has excess costs not offset or otherwise amortized, use the following clause:)**

- D. Unless amortized by other credits, it is intended that the Government/State shall recover Government/State's excess costs incurred under this Supplement by one or a combination of the following methods:**

**(1) By transfer of excess costs incurred by the Government/State under future supplements.**

**(2) By Government/State charging haulers of products from Federal/State lands at the rate of \$1.00 per MBF or an equivalent unit measure for products hauled over any shared road in the agreement area, or at such higher rate as may be approved by the Regional Forester/Director. The Government/State shall collect such payments and pay them to the Government/State. Lump sum payment is preferable to payments on an as-hauled basis.**

**(3) By payments to the Government/State from appropriated funds available for such purposes, by depositing funds with the constructing party either at the outset or as construction or reconstruction progresses or upon completion and final acceptance of construction, as the parties agree.**

**Any obligation of the Government made under this supplement is contingent upon passage of appropriations by Congress. The Government shall make no payment or charges until such appropriation becomes available for expenditure. (Include a corresponding statement for the State if applicable)**

**Provided that, the total amount received by Government/State from transfer of excess costs incurred by Government/State under future supplements, charges to haulers of products from Federal/State lands hauled over shared roads in the agreement area, and payments from appropriated funds available for such purposes shall not exceed the total outstanding Government/State excess cost balance incurred within the agreement area.**

#### **IX. ESTATE TO BE ACQUIRED**

**\*(This section refers to the easements being exchanged between the Government and State. Easements and permits in the form attached to the Master Agreement will be utilized. Easements acquired from non-cooperating (third party) land owners that are being assigned under the Supplement will be discussed. In cases where a non-cost share easement or permit is to be issued under the Supplement, include a discussion here of the planned issuances. Some Supplements will not require an exchange of easements and only road reconstruction is involved. In these cases, identify the previous Supplement in which the easements were exchanged. The following are examples of recommended wording:)**

- A. The Government/State will grant a standard Cost Share Easement to the Government/State for Road Name (s), Road No(s).**
- B. Road Name(s), Road No(s), were previously cost shared under Supplement No. \_\_, dated \_\_\_\_\_. Therefore easements will not be conveyed for this(these) road(s).**
- C. The Government/State will grant a standard Non-Cost Share Easement to the Government/State for Road Name(s), Road No(s).**
- D. The Government/State will assign to the Government/State (an) easement(s) acquired from (a) third party non-cooperating landowner(s) for Road Name(s), Road No(s). Also list the Grantor-Grantee, location by-legal description. Note: for third party assignments from the State to Government, it may be necessary for the State to subordinate certain interests to the Government. If subordinations are necessary, include them in this discussion.**

## X. SUMMARY OF CURRENT FINANCIAL OBLIGATIONS

\*(This section will show the financial obligations for the entire agreement. The procedure for doing this is by reference and attaching the "Balance Sheet" for the Agreement Area. As each Supplement in the Agreement is signed, the balances (excess costs) for that Supplement are added to the balance sheet so that it portrays an up-to-date accounting of debits and credits. The dollar amounts put in the balance sheet come directly from the Schedule A/Summary of Shares for the particular Supplement. The balance sheet shows how excess costs have been amortized in past Supplements and provides a vehicle for amortizing excess costs in the Supplement being processed. The balance sheet records all amortization transactions for the agreement area including offsetting construction and payments from collection rights and appropriated funds. Recommended wording for this section is:)

**The Balance Sheet for this Supplement is attached as Exhibit (7).**

### EDIT NOTES

- Wording within parentheses that is preceded by an (\*) is instructional and advisory and should be deleted from the final document.
- Wording in **BOLD** type will be either recommended wording or may be situational mandatory wording. In each case, instructions are given as to whether or not the wording is recommended or situational.
- Words contained in *italics* are so designated to be used as an example or to denote optional inclusion depending on the situation when used.

## SIGNATURES

**The parties hereto have caused this Fact Sheet for Supplement No. \_\_\_\_ (\_\_\_\_ National Forest) to the State of Idaho, Department of Lands/USDA Forest Service, Regions 1 and 4, Road Right-of-Way Construction and Use Agreement to be executed by their authorized representatives on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

\*(The Fact Sheet is not a contractual document. It displays the facts, data, and arrangements that will be agreed upon in the Supplement. If the Fact Sheet is prepared by the Forest Service, the preparer should sign it for the Forest Service. If it prepared by the State, then the reviewer should sign for the Forest Service. The State will designate who will be signing Fact Sheets on behalf of the State).

STATE OF IDAHO, DEPARTMENT OF LANDS

By \_\_\_\_\_

Title: \_\_\_\_\_

USDA - FOREST SERVICE  
\_\_\_\_\_ National Forest

By: \_\_\_\_\_

Title: \_\_\_\_\_